Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

#### NATCHITOCHES CITY COUNCIL MEETING MARCH 24, 2014 5:30 P.M.

#### <u>AGENDA</u>

4	CALL	TO	<b>ORDER</b>
1.	$\mathbf{L} \mathbf{A} \mathbf{L} \mathbf{L}$	117	UKUEK

- 2. INVOCATION
- 3. PLEDGE OF ALLEGIANCE
- 4. READING AND APPROVAL OF THE MINUTES OF MARCH 10, 2014
- 5. SPECIAL RECOGNITION: Ave Grace Mitchell Little Miss Natchitoches 2014
  Katelyn Yopp Miss Natchitoches Outstanding
  Teen 2014

Breanna Collier - Miss Natchitoches 2014

#### 6. **PROCLAMATIONS:**

<u>#021</u>	Stamey	Proclamation Declaring April, 2014 As National Child
•		Abuse Prevention Month In The City Of Natchitoches
		(Accepting - Jack Duty)

<u>#022</u>	Nielsen	Proclamation Declaring April 4, 2014 as Bill Brent Day In
		The City Of Natchitoches

<u>#023</u>	Vallien	Proclamation Honoring The Natchitoches Central Boys
<del></del> -		Basketball Team For Their Outstanding 2014 Basketball
		Season (Accepting - Coach Micah Coleman)

**Payne** Proclamation Declaring April 11, 2014 as Leaders Against Litter Day (Accepting - Samantha Bonette)

#028 Mims Proclamation Honoring DeShawn Washington For His Outstanding Performance on the NBC's Hit Talent Show "The Voice"

#### 7. PLANNING & ZONING – FINAL:

**Wallien** Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:

Lots 14, 15, 16 & 17 Block 3 Of Pinecrest Addition From R-1 To R-1 Special Exception To Establish A Church (1132 Dixie Street) (Application By Apostolic House Of Refuge)

#### 8. ORDINANCES – FINAL:

#006 Mims

Ordinance Amending Article II of Chapter 30 Of The Code Of Ordinances Of The City Of Natchitoches By Amending Section 30-20 Which Is Titled "Security Lighting Service", And Providing For Conditions Of Availability, Character of Service, A Rate Schedule, Monthly Rates, Special Charges, Form of Agreements With Customers, Authorizing The Mayor Or His Designee To Execute The Agreements, Providing For A Savings Clause, A Repealer Clause, And Providing For An Effective Date Of The Ordinance

<u>#007</u> Payne

Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For the Water Line Relocation Project For The 2013 LCDBG Street Project (Bid No. 0546)

#### ORDINANCES - INTRODUCTION:

#008 Stamey

Ordinance Adopting The Budget For The City Of Natchitoches For The Fiscal Year June 1, 2014 Through May 31, 2015

#009 Vallien

Ordinance Accepting And Approving The Proposal And Term Sheet For Extension Of The Power Supply Agreement Between Cleco Power LLC And The City Of Natchitoches Dated April 1, 2010, For The Continued Sale Of Power And Energy Between Cleco Power LLC And The City Of Natchitoches, Louisiana And Authorizing The Mayor To Execute The Proposal And Term Sheet On Behalf Of The City Of Natchitoches And Further Authorizing The Mayor Or His Designee To Negotiate The Final Terms Of The Extension To The Power Supply Agreement

#010 Nielsen

Ordinance Approving The Purchase Of Two Tracts Of Ground In The Air Industrial Park From Stacy Properties, LLC, For The Consideration Of Two Hundred Fifty Thousand Dollars, And Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute A Cash Sale Deed For The Purchase Of The Tracts And All Related Documents, To Provide For Advertising, And A Savings Clause.

#### 10. RESOLUTIONS:

#025 Mims

Resolution Approving An Addendum To That Administration Contract Entered Into By And Between The City Of Natchitoches And Insurance Management Administrators To Provide For Employee-Sponsored Health Clinics And Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute Same On Behalf Of The City Of Natchitoches, Louisiana

#026 Nielsen

Resolution Authorizing The Mayor To Execute The Louisiana Department Of Environment Quality Expedited Penalty Agreement Form

#027 Stamey Resolution Obligating Funds To Land And Water Conservation Funds Project

11. <u>REPORTS:</u>

Pat Jones - Financial Report

12. <u>ANNOUNCEMENTS:</u>

The next scheduled City Council meeting will be April 14, 2014

The offices of the City of Natchitoches will be closed Friday, **April 18, 2014** for Good Friday.

A public meeting will be held at the regular scheduled City Council meeting on **April 28, 2014**, at **5:30 p.m.** at the Arts Center, 716 Second Street, Natchitoches, LA for the purpose of adopting the millage rate for the tax year 2014.

13. ADJOURMENT:

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table

# PROCEEDINGS OF THE CITY COUNCIL OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA, REGULAR MEETING HELD ON MONDAY, MARCH 24, 2014 AT 5:30 P.M.

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, March 24, 2014 at 5:30 p.m.

#### There were present:

Mayor Lee Posey Councilman At Large Don Mims, Jr. Councilman Dale Nielsen Councilman Larry Payne Councilman David Stamey Councilman Andrew Vallien

Guests: Ava Grace Mitchell - Little Miss Natchitoches 2014

Katelyn Yopp – Miss Natchitoches Outstanding Teen 2014

Breanna Collier – Miss Natchitoches 2014 DeShawn Washington – "The Voice" Contestant

Jack Duty - CASA of Central Louisiana

Absent: None

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilman Vallien was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the March 10, 2014 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Mr. Nielsen. The roll call vote was as follows:

Ayes: Payne, Nielsen, Mims, Stamey, Vallien

Nays: None Absent: None

Mayor Posey recognized Greg O'Quin for bringing the Miss Louisiana Pageant System back to Natchitoches. Mr. O'Quin organized the pageant for Natchitoches which consisted of three brackets. Mayor Posey then recognized Ava Grace Mitchell, Katelyn Yopp, and Breanna Collier for their 2014 titles by presenting them with a plaque. Katelyn Yopp and Breanna Collier will both go on to compete for a higher title later on this year.

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to -wit:

#### RESOLUTION NO. <u>021</u> OF 2014

## PROCLAMATION DECLARING APRIL 2014 AS NATIONAL CHILD ABUSE PREVENTION MONTH IN THE CITY OF NATCHITOCHES

WHEREAS, National Child Abuse Prevention Month is an annual opportunity to raise awareness about issues surrounding child abuse and neglect and engage community members in the ongoing effort to keep children safe; and

WHEREAS, CASA is one of a group of National Child Abuse Prevention Partner Organizations, selected by the Children's Bureau to serve as partners in the national child abuse prevention initiative; and

WHEREAS, the work of CASA and volunteers is crucial to preventing child abuse and ensuring that children live in safe and permanent environments where they can thrive; and

WHEREAS, studies have indicated that children with a CASA volunteer are less likely to languish in long-term foster care, more likely to receive needed services and less likely to re-enter the foster care system; and

WHEREAS, child abuse prevention requires partnerships among federal, state, and local governments, faith-based and community-based organizations, schools, law enforcement, social service agencies, parents; and

WHEREAS, during National Child Abuse Prevention Month, and throughout the year, I encourage all citizens of Natchitoches to find ways to cherish our children, strengthen our families, work together to eliminate child abuse and neglect, and strive toward a shared dream in which every child is safe and happy.

**NOW, THEREFORE**, I, Lee Posey, Mayor, and the Natchitoches City Council, do hereby proclaim April 2014 as:

#### CHILD ABUSE PREVENTION MONTH

in Natchitoches, and call upon all citizens to increase their participation in our efforts to prevent child abuse, which in turn will strengthen our community in which we live.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES: Payne, Nielsen, Mims, Stamey, Vallien

NAYS: None ABSENT: None ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5

Ayes to 0 Nays on this 24th day of March, 2014.

LEE POSEY, MAYOR

Mr. Stamey presented Mr. Jack Duty with CASA with the proclamation. Mr. Duty thanked the Mayor and the City Council for their support for the last 5 years of bringing this recognition before the council. Mr. Duty brought to light the amount of child abuse going on in our community. CASA of Central Louisiana is currently serving 58 children with 34 volunteers. There are 160 children that are in need and CASA needs additional volunteer advocates. CASA's 5<sup>th</sup> Annual Awareness Social will be on Thursday, April 17, 2014 from 6:00 p.m. – 9:00 p.m. at the Natchitoches Events Center. Mr. Duty met the keynote speaker, Lucas Daniel Boyce, for this year's social at the Together We Can Conference in October. He is the author of Living Proof: from foster care to the White House to the NBA. Mr. Duty encouraged everyone to support CASA by attending this year's social.

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to –wit:

#### RESOLUTION NO. <u>022</u> OF 2013

## PROCLAMATION DECLARING APRIL 4, 2014 AS BILL BRENT DAY IN THE CITY OF NATCHITOCHES

WHEREAS, Northwestern State University will honor Bill Brent as the inaugural inductee in the Mrs. H. Dear and Alice E. Dear School of Creative and Performing Arts Hall of Fame in recognition of his dedicated service to the School and the University on Friday, April 4, 2014; and

WHEREAS, Bill's fascination with music began at an early age. He began playing the piano at age six, the trombone at age 10, and was a section leader in the Bonham, Texas, High School Warrior Band; and

**WHEREAS**, in 1974 Bill earned a Bachelor of Music Education at the University of Texas at Austin and in 1981 a Master of Music in Conducting; and

WHEREAS, Bill's first Band Director jobs were in Austin, Texas, at the Pearce Middle School and McCallum High School, where the marching band placed in the top 5 in the AAAAA State marching contest. After earning his master's degree, he joined the staff at Nicholls State; and

WHEREAS, 30 years ago Northwestern State University hired Bill Brent, his dedication and enthusiasm has been a huge asset to the University. Through Bill's commitment and superior teaching techniques Northwestern State University has received numerous awards; and

WHEREAS, Bill has served as Director of Bands, Director of CAPA and Conductor of the NSU Wind Symphony. During his tenure, he built one of the best marching band programs in the nation; and

WHEREAS, the distinction of being named the inaugural member of the CAPA Hall of Fame is one of many accomplishments in Bill's 30 years as a music educator and mentor to thousands of Northwestern State students and colleagues. The Band Hall in the A.A. Fredericks Creative and Performing Arts Building at NSU has since been named in his honor.; and

WHEREAS, Bill has received many distinct honors which include being inducted into the Louisiana Music Educators Hall of Fame and the Louisiana Music Hall of Fame along with such musicians as Louis Armstrong and Pete Fountain; and

WHEREAS, Bill has received membership in the elite American Bandmasters Association and received the Outstanding Bandmaster Award from the International Bandmasters Fraternity; and

WHEREAS, the City of Natchitoches wishes to honor Mr. Bill Brent for his success and positive mark he has made on Northwestern State University and the City of Natchitoches; and

**NOW, THEREFORE, I, LEE POSEY**, Mayor of the City of Natchitoches, hereby proclaim, Friday, April 4, 2014, as

In the City of Natchitoches to honor Bill Brent for his hard work and dedication to Northwestern State University and the City of Natchitoches.

This Resolution was then presented for a vote, and the vote was recorded as follows:

**AYES:** 

Payne, Nielsen, Mims, Stamey, Vallien

NAYS:

None

ABSENT:

None

ABSTAIN:

None

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of  $\underline{5}$  Ayes to  $\underline{0}$  Nays on this  $24^{th}$  day of March, 2014.

LEE POSEY, MAYOR

Mayor Posey stated the NSU Foundation will be having a fundraising event on Friday, April 4, 2014 honoring Bill Brent. Mr. Brent has established a program that is not only the best in the south, but one of the best in the country. We will present him with a plaque at the event on April 4<sup>th</sup>.

Due to a representative not being present, Resolution 023 of 2014 honoring the NCHS Basketball Team will be brought before the City Council at the next meeting on April 4, 2014.

Removed from Agenda

#### RESOLUTION NO. 023 OF 2

#### RESOLUTION HONORING THE NATCHITOCHES CE TEAM FOR THEIR OUTSTANDING 2014 BAS

**WHEREAS**, the Natchitoches Central Boys Basketball Team, under Coach Micah Coleman and staff, is to be recognized and honored for their outstanding 2014 basketball season; and

**WHEREAS**, on Friday, March 14, 2014 the NCHS Chiefs defeated Scotlandville in a 60-53 victory in the Class 5A title game; and

**WHEREAS**, this has been an exciting and successful basketball season for the NCHS Chiefs, this dynamic team achieved the first boys basketball state championship title in the school's 40-plus year history; and

**WHEREAS**, the City of Natchitoches recognizes the NCHS Chiefs for their hard work, dedication, perseverance; and

WHEREAS, the excellent performance, dedication, and commitment of these young men, along with their coaching staff, have proven to be a source of admiration and inspiration to the citizens of Natchitoches; and

**NOW, THEREFORE**, I, Lee Posey, Mayor and the Natchitoches City Council, congratulate the Natchitoches Central Boys Basketball Team, coaches, athletic department and all people associated with the NCHS Basketball team for their outstanding accomplishment.

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Stamey as follows, to –wit:

#### **RESOLUTION NO. 024 OF 2013**

## PROCLAMATION DECLARING APRIL 11, 2014 AS LEADERS AGAINST LITTER DAY IN THE CITY OF NATCHITOCHES

WHEREAS, the health, cleanliness, and beautification of our community and state greatly depend on the services of <u>Keep Natchitoches Beautiful</u> and Keep Louisiana Beautiful; and

WHEREAS, the support of an informed citizenry and strong community leaders from all walks of life is vital to the accomplishment of strong litter prevention, recycling, beautification and community enhancement programs; and

WHEREAS, the quality and effectiveness of litter prevention, recycling, beautification and community enhancement programs is vitally dependent upon the efforts and skills of Keep Natchitoches Beautiful, Keep Louisiana Beautiful, and a team of dedicated political officials, the business community, school and church leaders, community and civic groups, and individual volunteers, all working together for a cleaner Louisiana;

**NOW, THEREFORE, BE IT RESOLVED** I, Lee Posey, Mayor, and the Natchitoches City Council, do hereby proclaim Friday, April 11<sup>th</sup>, 2014 as:

#### Leaders Against Litter Day

in <u>Natchitoches</u> and call upon all citizens and local leaders to recognize the contributions which <u>Keep Natchitoches Beautiful</u> makes daily to the cleanliness and beautification of our community, and in doing so, for said citizens and local leaders to pledge their support to <u>Keep Natchitoches Beautiful</u> and to take a stand against litter.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES: Paync, Nielsen, Mims, Stamey, Vallien

NAYS: None ABSENT: None ABSTAIN: None

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of <u>5</u> Ayes to

0 Nays on this 24th day of March, 2014.

LEE POSEY, MAYOR

Samantha Bonnette accepted the proclamation and stated Keep Natchitoches Beautiful was one of only 15 affiliates across the state selected to participate in the first Leaders Against Litter Day. This event will take place on Friday, April 11, 2014 at 9:00 a.m. at the Martin Luther King Recreation Community Center. Samantha invited everyone to come out and participate and take the pledge against litter in the City of Natchitoches. On April 1<sup>st</sup>, the City of Natchitoches is competing in the Cleanest City Award that is sponsored by the Louisiana Garden Club Federation. They will be here to judge the City on our cleanliness based on the businesses, homes, streets, parks, and public buildings. Keep Natchitoches Beautiful also provides cleanup supplies for anyone who want to organize a cleanup in their community which can be picked up from the Main Street Office.

Mayor Posey stated riding around the community this weekend we have a lot of work to do. There is way too much litter in this community and that can hurt your community in so many ways. Please help keep this community clean by taking part in cleanup efforts.

The following Resolution was introduced by Mr. Mims and Seconded by Mr. Nielsen as follows, to –wit:

#### RESOLUTION NO. <u>028</u> OF 2013

## A RESOLUTION HONORING DESHAWN WASHINGTON FOR HIS OUTSTANDING PERFORMANCE ON THE NBC'S HIT TALENT SHOW "THE VOICE"

WHEREAS, DeShawn Washington a lifetime resident of Natchitoches with big dreams and a soulful classic voice took his talent to NBC's hit talent show "The Voice."

WHEREAS, DeShawn grew up singing with his four siblings. His parents Siman and Gwendolyn Washington taught their children to sing early in life; and

WHEREAS, music has been in the Washington family for many generations. DeShawn and his siblings started at a young age performing in church and eventually began to travel to different festivals and events; and

WHEREAS, DeShawn and his siblings formed The Washington Family Gospel Singers and traveled to California, Chicago and other cities across country; and

WHEREAS, DeShawn's eagerness and dedication led him to take his talent one step further and was encouraged by mentors, friends, and family to audition for "The Voice" in Austin, Texas; and

WHEREAS, while on "The Voice", DeShawn brought national attention to the City of Natchitoches, showcasing the oldest settlement in the Louisiana Purchase's downtown historic district; and

WHEREAS, the hit song "Twistin' the Night Away" by Sam Cooke impressed Shakira enough to turn her chair and win DeShawn a spot on the show; and

WHEREAS, DeShawn competed in the battle rounds portion of the show and shocked the coaches with his astounding performance highlighting his unique sound; and

WHEREAS, DeShawn knows even though this journey through the competition has ended, he has encouraged other young artists to pursue their dreams and follow their heart.

**NOW, THERFORE,** I Lee Posey, Mayor and the Natchitoches City Council, congratulate DeShawn Washingtion for his determination, exceptional vocal skills and outstanding performance.

This Resolution was then presented for a vote, and the vote was recorded as follows:

**AYES:** 

Payne, Nielsen, Mims, Stamey, Vallien

NAYS:

None

ABSENT:

None

ABSTAIN:

None

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of <u>5</u> Ayes to

0 Nays on this 24th day of March, 2014.

LEE′POSEY, MAYOR

Mr. Mims presented DeShawn Washington with the proclamation and stated he has had the good fortune of knowing DeShawn's family for some time which has been such a pleasure to know such a great American family. He stated DeShawn has brought tremendous recognition to the City, your family, and also yourself.

DeShawn expressed sincere gratitude for being recognized and thanked everyone for supporting him throughout his journey on "The Voice". He thanked the Mayor for being there for him from the beginning and believing in him during this time. After the blind auditions he is one of 48 out of 400,000 people to have been selected.

The Mayor thanked DeShawn for the national attention he brought to the City of Natchitoches. The Mayor told DeShawn that God's has a plan for him and with his attitude, family support, and the City of Natchitoches to back him, he is sure he will go far.

The following Ordinance was Introduced by Mr. Vallien and Seconded by Mr. Stamey as follows, to-wit:

#### ORDINANCE NO. 005 OF 2014

## AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:

## LOTS 14, 15, 16 & 17 BLOCK 3 OF PINECREST ADDITION (1132 DIXIE ST.)

#### (APPLICATION BY APOSTOLIC HOUSE OF REFUGE)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting on March 4, 2014, that the request of **The Apostolic House** of **Refuge** to rezone the property described above from **R-1** to **R-1** special exception to establish a church, be approved.

THIS ORDINANCE was introduced on March 10, 2014 and published in the *Natchitoches*Times on March 15, 2014.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES: Stamey, Payne, Nielsen, Mims, Vallien

NAYS: None ABSENT: None ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to

0 Nays this 24th day of March, 2014.

LEE PÓSEÝ, MAÝOR

DON MIMS MAYOR PRO TEMPORE

Delivered to the Mayor on the 25<sup>th</sup> day of March, 2014 at 10:00 A.M.

The following Ordinance was Introduced by Mr. Mims and Seconded by Mr. Nielsen as follows, to-wit:

#### **ORDINANCE NO. <u>006</u> OF 2014**

AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 30 OF THE CODE OF ORDINANCES OF THE CITY OF NATCHITOCHES BY AMENDING SECTION 30-20 WHICH IS TITLED "SECURITY LIGHTING SERVICE", AND PROVIDING FOR CONDITIONS OF AVAILABILITY, CHARACTER OF SERVICE, A RATE SCHEDULE, MONTHLY RATES, SPECIAL CHARGES, FORM OF AGREEMENTS WITH CUSTOMERS, AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENTS, PROVIDING FOR A SAVINGS CLAUSE, A REPEALER CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE.

WHEREAS, the Utility director of the City of Natchitoches has recommended to the Mayor and City Council that the City amend Section 30-20 of the Code of Ordinances of the City of Natchitoches which provides for private security lighting and which makes private security lighting available to the city customers desiring to contract with the City for such service, and

WHEREAS FURTHER, this program provides a service to the citizens of Natchitoches and greatly aids in promoting security to property, benefitting the health, safety, and welfare of the general citizenry, and

**WHEREAS FURTHER**, the recommendation of the Utility Director is to provide for LED lighting for future security lighting and the City Council desires to amend the ordinance to provide for the changes recommended by the Utility Director;

**WHEREAS FURTHER,** Section 30-20 of the Code of Ordinances currently provides as follows, to-wit:

#### "SECTION 30-20: SECURITY LIGHTING SERVICE

#### Section (1): Security Lighting Service

- (a) Availability. Privately Security Lighting Service shall be available to all City of Natchitoches Utility System customers.
- (b) Character of Service. This service covers electric lighting service for outdoor equipment, the illumination of driveways, yards, lots, and other outdoor areas. This shall be a non-metered service which will be provided under separate written agreement between the customer and the City of Natchitoches Utility Department. Service shall be available on an automatically controlled dusk to dawn schedule.
- (c) Rate Schedule. The schedule of rates for this non-metered service shall be as follows:
  - (1) Monthly rates: (sum of the following charges):

				MONTHLY		TOTAL	BILLING
SIZE/TYPE	WATTS	KWH	INSTLN. COST	SERVICE CHARGE	MAINT. CHARGE	MONTHL' COST	Y RATE CODE
100 HPS	140	55	\$16.00	\$3.82	\$2.00	\$5.82	710-A
150 HPS	200	75	\$18.00	\$5.20	\$2.00	\$7.20	710-B
175 MV	220	80	\$14.00	\$5.55	\$1.75	\$7.30	710-C
200 HPS	225	85	\$21.00	\$5.90	\$2.85	\$8.75	710-D
250 HPS	320	120	\$32.00	\$8.30	\$3.40	\$11.70	710-E

400 HPS	500	185	\$45.00	\$12.80	\$3.85	\$16.65	710-F
1500 HPS	1500	558	\$190.00	\$37.74	\$12.85	\$50.57	710-G

**NOTE:** \*HPS = High Pressure Sodium; MV = Mercury Vapor

- (2) Charges for LUMINAIRE models having rating varying considerably from the above nominal ratings will be extrapolated based on the above charges.
- (3) PCA Charge. As set forth in Section 30-18(a), (8) of the Code of Ordinances. The PCA charge applied to the estimated energy consumption and included in the Monthly Service Charge.
- (4) Tax Additions: The rate set forth above shall be subject to proportional increases to compensate for any gross revenue, KWH, or other form of tax hereafter imposed by any municipal, parish, state, or federal taxing body.
- (d) Form Agreement. The Utility Department for the City of Natchitoches is hereby authorized to prepare forms of contracts or agreement for this Private Security Lighting Service, which said agreement(s) shall set forth the details of the service, such as location of the service, cost of the service, including monthly service charge, term of service, operation and maintenance, billing procedure, and any and all other such terms, conditions, and provisions as may be necessary. The Mayor, or his designee, shall be empowered to execute such agreements on behalf of the City without further action of the City Council."

**NOW THEREFORE, BE IT ORDAINED** by the City Council of the City of Natchitoches, in legal session convened, as follows:

**SECTION I.** Article II of Chapter 30 (entitled "ELECTRICITY") of the Code of Ordinances is hereby amended to amend section, 30-20, entitled "SECURITY LIGHTING SERVICE", which shall henceforth read as follows:

#### **SECTION 30-20: SECURITY LIGHTING SERVICE**

#### Section (1): Security Lighting Service

- (a) Availability. Privately Security Lighting Service shall be available to all City of Natchitoches Utility System customers.
- (b) Character of Service. This service covers electric lighting service for outdoor equipment, the illumination of driveways, yards, lots, and other outdoor areas. This shall be a non-metered service which will be provided under separate written agreement between the customer and the City of Natchitoches Utility Department. Service shall be available on an automatically controlled dusk to dawn schedule.
- (c) Rate Schedule. The schedule of rates for this non-metered service shall be as follows:
  - (1) Monthly rates: (sum of the following charges):

				MONTHLY		TOTAL	BILLING
			INSTLN.	SERVICE	MAINT.	MONTHLY	Z RATE
SIZE/TYPE	WATTS	KWH	COST	CHARG <u>E</u>	CHARGE	COST	CODE
101 LED	101	2.93	\$32.00	\$8.30	\$3.40	\$11.70	710-A

**NOTE:** \*LED = Light Emitting Diode

- (2) PCA Charge. As set forth in Section 30-18(a), (8) of the Code of Ordinances. The PCA charge applied to the estimated energy consumption and included in the Monthly Service Charge.
- (3) Tax Additions: The rate set forth above shall be subject to proportional increases to compensate for any gross revenue, KWH, or other form of tax hereafter imposed by any municipal, parish, state, or federal taxing body.
- (d) Form Agreement. The Utility Department for the City of Natchitoches is hereby authorized to prepare forms of contracts or agreement for this Private Security Lighting Service, which said agreement(s) shall set forth the details of the service, such as location of the service, cost of the service, including monthly service charge, term of service, operation and maintenance, billing procedure, and any and all other such terms, conditions, and provisions as may be necessary. The Mayor, or his designee, shall be empowered to execute such agreements on behalf of the City without further action of the City Council.

**SECTION II. BE IT FURTHER ORDAINED** that if any part of this Ordinance is for any reason held to be unconstitutional or invalid, by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance, and the invalidity shall be limited to that specific portion so declared to be invalid.

**SECTION III. BE IT FURTHER ORDAINED** that this ordinance shall go into effect immediately after due publication according to law.

**SECTION IV. BE IT FURTHER ORDAINED** that all ordinances in conflict herewith are hereby repealed.

**THIS ORDINANCE** was introduced at a regular meeting of the City Council held on March 10, 2014 and published in the Natchitoches Times on March 15, 2014.

The above Ordinance having been duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

**AYES:** 

Stamey, Payne, Nielsen, Mims, Vallien

NAYS:

None

**ABSENT:** 

None

**ABSTAIN:** 

Mcluea

None

**THEREUPON**, Mayor Lee Posey declared the Ordinance passed by a vote of <u>5</u> Ayes to <u>0</u> Nays

this 24<sup>th</sup> day of March, 2014.

LEE POSEY, MAYOR

DON MIMS, MAYOR PRO TEMPORE

ATTEST:

City Clerk

Delivered to the Mayor on the 25<sup>th</sup> day of March, 2014 at 10:00 A.M.

The following Ordinance was Introduced by Mr. Payne and Seconded by Mr. Stamey as follows, to-wit:

#### **ORDINANCE NO. <u>007</u> OF 2014**

#### ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES TO AWARD THE BID FOR THE WATER LINE RELOCATION PROJECT FOR THE FY 2013 LCDBG STREET PROJECT

#### BID NO. 0546

WHEREAS, Resolution No. 009 of 2014 was passed by the Natchitoches City Council on January 27, 2014 authorizing the Mayor to advertise for bids for the water line relocation project for the FY 2013 LCDBG Street Project (Bid No. 0546)

**WHEREAS**, this bid was advertised in the *Natchitoches Times* on January 30, February 6, and February 13, 2014 in accordance with law; and

WHEREAS, four bid proposals were received and opened as follows:

(1)	David Lawler Construction, Inc. Shreveport, LA	.\$138,726.75
(2)	S Bar S Ruston, LA	.\$159,257.00
(3)	TGS Contractor, Inc. Minden, LA	.\$162,114.75
(4)	Master Craft Leesville, LA	.\$162,465.29

WHEREAS, on February 26, 2014 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Larry Payne, Councilman; and Bryan Wimberly, Utility Director, and Randal Smoak, Engineer with Cothren, Graff, Smaok Engineers; reviewed the bid proposals for the water line relocation project for the FY 2013 LCDBG street project (Bid No.0546).

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder, **David Lawler Construction**, **Inc.**, of Shreveport, LA in the amount of \$138,726.75.

**NOW, THEREFORE, BE IT RESOLVED,** that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

**THIS ORDINANCE** was introduced on March 10, 2014 and published in the *Natchitoches Times* on March 15, 2014.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

**AYES:** 

Stamey, Payne, Nielsen, Mims, Vallien

NAYS:

None

ABSENT:

None

**ABSTAIN:** 

None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes

to <u>0</u> Nays this 24<sup>th</sup> day of March, 2014.

LEE POSEY, MAYOR

DON MIMS, MAYOR PRO PEMPORE

Delivered to the Mayor on the 25<sup>th</sup> day of March, 2014 at 10:00 A.M.



February 26, 2014

Mayor Lee Posey City Hall Natchitoches, LA 71457

Dear Mayor Posey,

The appointed committee of Pat Jones, Edd Lee, Bryan Wimberly and Larry Payne, have reviewed the engineer's recommendation submitted by Mr. Randal Smoak, Professional Engineer, with Cothran, Graff, Smoak Engineering, Inc., Shreveport, LA, on Bid # 0546, for the Water Line Relocation Project.

The committee was unanimous in its decision to award the bid to the lowest bidder, David Lawler Construction, Inc., Shreveport, LA, with a bid of \$138,726.75. The other bids received were from S Bar S, Ruston, LA, in the amount of \$159,257.00, TGS Contractors, Inc., Minden, LA, in the amount of \$162,114.75, and Master Craft, Leesville, LA in the amount of \$162,465.29.

All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

We request ratification of this award at the City Council meeting on March 10, 2014.

Sincerely,

**Pat Jones** 

atrich

Director-of, Finance

Edd Lee

**Director of Purchasing** 

Larry Payne

Councilman Dist #4

Bryan Wimberly

Director of Utilities



### COTHREN, GRAFF, SMOAK ENGINEERING, INC.

CIVIL . ENVIRONMENTAL . SANITARY . STRUCTURAL . MECHANICAL . ELECTRICAL

FIRM LICENSE - LA 2636 ♦ AL 7531 ♦ TX 1754

6305 Westport Avenue • Shreveport, Louisiana 71129-2499

Phone: 318-687-3732 • Fax: 318-687-1049

D.B. GRAFF, P.E., P.L.S.\*\* K. RANDAL SMOAK, P.E.\* DAVID C. WILKINSON, P.E.

CONSULTANT S.M. COTHREN, P.E., P.L.S.\*\*\*

\*Also licensed Engineer in AR, MS, TX
\*\*Also licensed Engineer in AL, TN
\*\*Also licensed Engineer in AR, MS

Natchitoches Office: 112 Horn Street Natchitoches, LA 71457 Phone (318) 354-6888 Fax (318) 354-6888

February 25, 2014

Mr. Edd Lee, Director of Purchasing City of Natchitoches P. O. Box 37 Natchitoches, Louisiana 71458

Re:

City of Natchitoches

Water Line Relocation for FY2013 LCDBG Street Project

Bid No. 0546

Dear Edd:

We have reviewed the bids received Monday, February 24, 2014 for the referenced project and recommend that David Lawler Construction, Inc. be awarded the contract in the amount of \$138,726.75. Copies of the Bid Receipt and Bid Tabulation are attached for your files.

Upon the City Council's concurrence, I have enclosed four copies of the Notice of Award for signature. Please have all four signed, and return same to our office for further processing.

Should you have any questions, please do not hesitate to contact me.

COTHREN, GRAFF, SMOAK ENGINEERING, INC.

K. Randal Smoak, P.E.

KRS/cw Enclosures

#### CITY OF NATCHITOCHES

## WATERLINE RELOCATION PROJECT FOR THE FY2013 LCDBG STREET PROJECT

BID DATE: FEBRUARY 24, 2014

BID TIME: 4:00 P.M.

CONTRACTOR	AMOUNT OF BID
DAVID LAWLER CONSTRUCTION, INC. Shreveport, Louisiana	\$138,726.75
S BAR S Ruston, Louisiana	\$159,257.00
CROCKER CONSTRUCTION Grand Cane, Louisiana	\$ NO BID
MASTER CRAFT Leesville, Louisiana	\$164,465.29
TGS CONTRACTORS, INC. Minden, Louisiana	\$162,114.75
	\$ .
	\$
	\$
	DAVID LAWLER CONSTRUCTION, INC. Shreveport, Louisiana  S BAR S Ruston, Louisiana  CROCKER CONSTRUCTION Grand Cane, Louisiana  MASTER CRAFT Leesville, Louisiana  TGS CONTRACTORS, INC.

CITY OF NATCHITOCHES
WATERLINE RELOCATION PROJECT FOR THE FY2013 LCDBG STREET PROJECT

,	Contractor->			David Lav	David Lawler Const. Inc	S Bar	S Bar S, LLC	Maste	Master Craft	TGS Con	TGS Contractors, Inc
tem No	o. Description	Bld Otys.	5	Cuit \$	Contract \$	Unit \$	Contract \$	Unit \$	Contract \$	Unit \$	Contract \$
					, sə						,
-	Traffic Maintenance Aggregate	32	Z	65.00	2,080.00	52.00	1,664.00	64.37	2,059.84	50.00	1,600.00
2	Temporary Signs and Barricade	_	Ľ	2,000.00	2,000.00	1,145.00	1,145.00	1,259.25	1,259.25	1,000.00	1,000.00
m	Water Main (8" Open Cut)	8	4	24.00	2,160.00	38.50	3,465.00	26.04	2,343.60	25.00	2,250.00
4	Water Main (6" Open Cut)	1,696	4	24.00	40,704.00	27.00	45,792.00	20.36	34,530.56	14.00	23,744.00
Ŋ	Water Main (8" Bored in Place)	55	۲	45.00	2,475.00	42.00	2,310.00	49.21	2,706.55	100.00	5,500.00
9	Water Main (6" Bored in Place)	504	Ŀ	40.00	20,160.00	33.00	16,632.00	39.18	19,746.72	50.00	25,200.00
7	8" x 1 1/2 Connection	-	E	1,000.00	1,000.00	2,136.00	2,136.00	326.74	326.74	3,500.00	3,500.00
60	6" x 6" Connection	•	Ā	1,500.00	1,500.00	1,991.00	1,991.00	240.93	240.83	3,000.00	3,000.00
တ	6" x 2" Connection	4	Ð	1,200.00	4,800.00	1,057.00	4,228.00	214.57	858.28	2,500.00	10,000.00
우	2 x 2" Connection	-	A	1,200.00	1,200.00	1,021.00	1,021.00	152.91	152.91	2,000,00	2,000.00
F	8" Plug and Block	-	ð	1,200.00	1,200.00	658.00	658.00	240.93	240.93	1,000.00	1,000.00
12	Gate Valve 6"	70	ð	900.00	4,500.00	1,042.00	5,210.00	1,327.80	6,639.00	900.00	4,500.00
55	Gate Valve 2"	-	ā	650.00	650.00	678.00	678,00	996.51	996.51	600.00	600.00
7	Tapping Steeve & Valve 16" x 6	-	<b>a</b>	2,900.00	2,900.00	3,668.00	3,668.00	2,179.63	2,179.63	4,500.00	4,500.00
5	Tapping Sleeve & Valve 10" x 6	8	ā	2,000.00	4,000.00	3,095.00	6,190.00	1,605.47	3,210.94	4,000.00	8,000.00
19	Tapping Sleeve & Valve 8" x 8"	~	ā	1,800.00	3,600.00	3,530.00	7,060.00	2,324.46	4,648.92	3,500.00	7,000.00
4	Tapping Sleeve & Valve 8" x 6"	-	ð	1,800.00	1,800.00	3,042.00	3,042.00	2,210.00	2,210.00	3,500.00	3,500.00
\$	Ducille Iron Fittings	2,000	9	1.8	2,000.00	6.00	12,000.00	5.71	11,420.00	3.00	6,000.00
6	Reconnect Residential Service.	4	ថ	400.00	16,400.00	525.00	21,525.00	465.89	19,101.49	750.00	30,750.00
8	Relocate Meter Assembly and F	מו	ð	650.00	3,250.00	550.00	2,750.00	323.87	1,619.35	1,500.00	7,500.00
2	Reconnect Fire hydrant Assemi	-	Ð	1,500.00	1,500.00	1,000.00	1,000.00	4,226.23	4,226.23	1,500.00	1,500.00
ន	Locator Wire	2,345	5	0.15	351.75	0.20	469.00	1.29	3,025.05	0.15	351.75
Ø	Abandon Existing Mains	-	Ð	4,500.00	4,500.00	1,440.00	1,440.00	3,150.00	3,150.00	800.00	800.00
24	Asphalt Pavement Repair	42	≳	90.09	2,520.00	103.00	4,326.00	325.00	13,650.00	100.00	4,200.00
32	Clean Up Along Mains	1,786	5	-1.8	1,786.00	0.75	1,339.50	5.26	9,394.36	0.25	446.50
92	Testing of Mains	2,345	5	-1.8	2,345.00	0.75	1,758.75	0.52	1,219.40	0.25	586.25
27	Sterilization of Mains	2,345	5	1.8	2,346.00	0.75	1,758.75	0.78	1,829.10	0.25	586.25
28	Mobilization	-	S	5,000.00	5,000.00	4,000.00	4,000.00	11,479.00	11,479.00	2,500.00	2,500.00



TOTAL BASE BID

\$138,726,75

\$159,257.00

\$164,465,29

\$162,114,75

#### NOTICE OF AWARD

TO:	David Lawler Construction, Inc.
	8310 Dixie Blanchard Hwy Shreveport, Louisiana 71107
	SMICVOPOLG LIBRISHINA / XIV/
PROJ	JECT DESCRIPTION: CITY OF NATCHITOCHES - BID NO. 0546
	TERLINE RELOCATION PROJECT for the FY2013 LCDBG STREET PROJECT
WOR	The OWNER has considered the BID submitted by you for the above described KK in response to its Advertisement for Bids dated <u>February 24</u> , <u>2014</u> .
\$ <u>138.</u>	You are hereby notified that your BID has been accepted for items in the amount of .726.75.
furnis Certif	You are required by the Information for Bidders to execute the Agreement and sh the required CONTRACTOR's Performance Bond, Payment Bond, and ficates of Insurance within ten (10) calendar days from the date of this Notice to you.
arisin	If you fail to execute said Agreement and to furnish said BONDS within ten (10) from the date of this Notice, said OWNER will be entitled to consider all your rights ag out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of BID BOND. The OWNER will be entitled to such other rights as may be granted by
the O	You are required to return an acknowledged copy of this NOTICE OF AWARD to WNER.
	Dated this25_ day ofFebruary , 2014.
	CITY OF NATCHITOCHES
	Owner
	Ву
	Lee Posey
	Title <u>Mayor</u>
	ACCEPTANCE OF NOTICE
	Receipt of the above NOTICE OF AWARD is hereby acknowledged
by	this the day of, 2014.
	David Lawler
TIME.	President

The Mayor stated with the LCDBG money that is going to streets what we wanted to do is make sure we do not cover any streets with existing water line problems. We are talking about doing waterline replacements in some areas before overlaying the streets. The City plans to do a lot water line replacements in the City. It is very expensive, but we are doing the best we can and hope to replace more lines in the future. Mr. Payne stated one of the main areas that burst a lot is along Dean Street and Oneada.

The following Ordinance was introduced by Mr. Vallien at the Natchitoches City Council meeting held on March 24, 2014 as follows:

#### **ORDINANCE NO. 008 OF 2014**

# AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF NATCHITOCHES FOR THE FISCAL YEAR JUNE 1, 2014 THROUGH MAY 31, 2015

**WHEREAS**, the fiscal year of the City of Natchitoches is from June 1 through May 31 of each year; and

• **WHEREAS,** a budget has been prepared by the Finance Director, Mr. Patrick Jones, and has been submitted by the Mayor, Lee Posey, to the City Council for review and consideration;

**NOW, THEREFORE**, be it ordained that the Natchitoches City Council does hereby adopt the budget for the fiscal year June 1, 2014 through May 31, 2015.

#### **CITY OF NATCHITOCHES 2014 - 15 FY**

General Fund	\$ 14,327,247
Proprietary Fund (Utility)	\$ 38,610,171
Special and Capital Project Funds	\$ 24,570,936

**BE IT FURTHER ORDAINED**, in accordance with L.R.S. 39:1305, the following specifies the Mayor's authority to make budgetary amendments without approval of the governing authority, as well as those powers reserved solely to the governing authority:

The Home Rule Charter of the City of Natchitoches states in part "... at any time during the fiscal year the Mayor may transfer part or all of any unencumbered appropriation balance among programs within a department, office, or agency. Upon written request by the Mayor, the Council may by ordinance transfer part or all of any unencumbered appropriation balance from one department, office, or agency to another..." (Section 5.05 D) Supplemental, emergency, and reductions of appropriations must be submitted to the Council for approval by Ordinance. (Section 5.05 A-C)

This Ordinance was Introduced on the 24th day of March, 2014 and duly published in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

Mr. Jones addressed the City Council by stating the General Fund revenues are showing we are going to be possibly \$173,000 down and we have cut non personnel expenditures 5% across the board. Expenditures have increased for our retirements. Fire has going from 28.5% to 29.25%, Police 31% to 31.5% and Municipal 18.75% to 19%. Each respected retirements has increased. We tried to balance as much as we could. We continue to have a freeze on 3 positions in Police that are still open. We have eliminated 4 positions in Public Works that we have asked to use part time and seasonal workers for. We still were not able to balance so we are hoping to spend some of the reserves and then come up with a game plan to make some cutbacks in the General Fund. We are holding budget hearings on Monday, April 14, 2014 at 4:00 p.m. at the Arts Center.

Mr. Stamey asked what percentage cutback was in last year's budget. Mr. Jones stated last year was a 10% cut to non personnel budgets per department and this year we are cutting an additional 5%. Our revenues are standing still, but the expenditures are going up. We are looking for ways to keep everything afloat without having to cut into personnel.

Mayor Posey stated we are in better shape than other areas across the stay. He appreciates the Department Heads working together to help the City live within their means. We are doing projects around town and we are going to keep doing that. The City has freed up some money with paying off bonds and we plan put that money into projects throughout the community.

The following Ordinance was introduced by Mr. Vallien at the Natchitoches City Council meeting held on March 24, 2014 as follows:

#### ORDINANCE NO. 009 OF 2014

AN ORDINANCE ACCEPTING AND APPROVING THE PROPOSAL AND TERM SHEET FOR EXTENSION OF THE POWER SUPPLY AGREEMENT BETWEEN CLECO POWER LLC AND THE CITY OF NATCHITOCHES DATED APRIL 1, 2010, FOR THE CONTINUED SALE OF POWER AND ENERGY BETWEEN CLECO POWER LLC AND THE CITY OF NATCHITOCHES, LOUISIANA AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL AND TERM SHEET ON BEHALF OF THE CITY OF NATCHITOCHES AND FURTHER AUTHORIZING THE MAYOR OR HIS DESIGNEE TO NEGOTIATE THE FINAL TERMS OF THE EXTENSION TO THE POWER SUPPLY AGREEMENT

WHEREAS, the City of Natchitoches (sometimes hereinafter "City") operates a municipal electric utility for the purpose of providing electric power to its residential, governmental, commercial and industrial customers; and

WHEREAS FURTHER, the City provides generation, transmission, and distribution services within and without the city limits; and

WHEREAS FURTHER, the City and Cleco Power, LLC (sometimes hereinafter "Cleco"), previously negotiated and entered into a Power Supply Agreement dated April 1, 2010, which said agreement was approved by Ordinance No. 9 of 2010; and

WHEREAS FURTHER, in a desire to provide for more stable utility rates for its customers and to provide for increased certainty in future rates, the City has negotiated a blend and extend contract with Cleco, and as a result of these negotiations, Cleco has prepared and submitted a Proposal and Term Sheet for Extension of the Power Supply Agreement (sometimes hereinafter "Proposal"), which said Proposal has been reviewed and approved by the City Council of the City, and which said Proposal is attached hereto; and

WHEREAS FURTHER, the City Council believes that it is in the best interest of the City to agree to the terms set forth in the Proposal, and desires to authorize the Mayor of the City of Natchitoches to execute same on behalf of the City, with the understanding and condition that the final terms of any extension are subject to Council approval; and

- **NOW, THEREFORE, BE IT RESOLVED** by the City Council in legal session convened, that the said Proposal and Term Sheet for Extension of the Power Supply Agreement between Cleco Power, LLC and the City of Natchitoches dated April 1, 2010, be and the same is hereby approved.
- **BE IT FURTHER RESOLVED** that the Mayor, Lee Posey, is hereby authorized and empowered to represent the City of Natchitoches and to execute said Proposal on behalf of the City, a copy of which Proposal is hereby attached and made a part of this Ordinance.
- **BE IT FURTHER RESOLVED** that the final terms of the final agreement to extend the Power Supply Agreement is subject to Council approval.
- **BE IT FURTHER RESOLVED** that the Mayor, Lee Posey, is hereby authorized and empowered to do all other things necessary or proper in the premises.
- **THIS ORDINANCE** was introduced at a regular meeting of the City Council held on the 24<sup>th</sup> day of March, 2014.



# Cleco Power, LLC

## City of Natchitoches

Proposal and Term Sheet for Extension of the Power Supply Agreement

Between Cleco Power LLC and the City of Natchitoches

Dated April 1, 2010

January 27, 2014



Prostof5

CLECO.

City of Brighhoets k



#### **Prospective Supplier Information**

This proposal is indicative and is not intended to be complete and all-inclusive of the terms, conditions, and price of the potential related transaction. Consummation of any transaction contemplated herein is subject to (i) additional negotiations with City of Natchitoches, (ii) receipt of all necessary regulatory and management approvals, and (iii) execution of definitive agreements containing terms and conditions acceptable to both Cleco Power, LLC and City of Natchitoches. As the information contained herein is proprietary, this is intended to be a confidential proposal.

Cleco was incorporated in 1934, as the Central Louisiana Electric Company, headquartered in Pineville, Louisiana. Currently, Cleco is engaged principally in the generation, transmission, distribution, and sale of electric energy to approximately 276,000 customers in 106 communities in central and southeast Louisiana, as well as serving 7 municipalities, and 1 cooperative, wholesale capacity and energy. Our 14,000 square mile service area includes 63 communities and contiguous rural areas all located in the State of Louisiana. Cleco currently employs approximately 1,300 people. Cleco's common stock is traded on the New York Stock Exchange and is traded under the ticker symbol "CNL".

Cleco Power currently owns and/or operates 2,476 MW's of generating capacity and is currently in the process of purchasing the Coughlin Generating Station, which will add an additional 730 MW of efficient combined cycle capacity. The current generation fleet is listed below:

- Dolet Hills Power Station 650 MW Lignite Facility (50% Ownership)
- Brame Energy Center
  - o Nesbit Unit 1 415 MW Natural Gas Facility (100% Ownership)
  - o Rodemacher Unit 2 535 MW PRB Coal Facility (30% Ownership)
  - o Madison Unit 3 600 MW Solid Fuel/Renewable Facility (100% Ownership)
- Acadia Power Block 1 580 MW Combined-Cycle Natural Gas Facility (100% Ownership)
- Teche Power Station
  - o Teche Units 1-3 366 MW Natural Gas Facility (100% Ownership)
  - o Teche Unit 4 35 MW Natural Gas Black-Start/Peaking Facility Completed in 2011 (100% Ownership)

Cleco Power currently owns and operates 71 transmission substations and 222 active distribution substations. Cleco Power's transmission system consists of approximately 67 circuit miles of 500 kilovolt (kV) lines; 464 circuit miles of 230 kV lines; 662 circuit miles of 138 kV lines; and 21 circuit miles of 69 kV lines. Cleco Power's distribution system consists of approximately 3,422 circuit miles of 34.5 kV lines and 7,986 circuit miles of lines at other voltages.

The mailing address for Cleco Power LLC is:

2030 Donahue Ferry Road P. O. Box 5000 Pineville, LA 71361-5000

The Cleco Representative for this proposal is: Richard C. Landry

Office Number Mobile Number (318) 484-7644 (318) 308-0447

Email Address

Richard.Landry@cleco.com

Page 2 of 5

CLECO.

City of Chehiroc. S. CLECO.

#### **Term Sheet**

Term June 1, 201

June 1, 2014 to May 31, 2018

Type of Service

Firm Delivery of Full Requirements - Capacity (kW) and Energy (kWh).

Point of Delivery

The Points of Delivery (POD) will remain at St. Maurice Substation and Dixie Street

Substation.

**Demand Charge** 

The demand charge will be calculated as indicated within the current contract. The

demand charges per Kilowatt (kW) month will be \$ 6.85.

**Energy Charge** 

\$.007 per kWh of Energy delivered

Fuel Charge

Cleco's Wholesale Fuel Cost Adjustment (WFCA) is an all-in cost for all fuels and power purchases. This charge would be applied for all kWh's of Energy delivered. Due to the varying nature of fuels and purchased power used in the calculation of the

WFCA, the pricing for this portion will vary month-to-month

**Facility Credit** 

Cleco will continue to issue an annual payment for facilities used as indicated in the current contract. In addition to the current contractual facility payment, Cleco will issue an additional one-time payment in the amount of \$600,000 for the outlined facilities. Such one-time payment will be made to Natchitoches within five (5) working days of June 1, 2014.

#### **Example Calculation:**

(Estimated Total Forward Year kWh \*\$0.0019)-((Estimated Total Forward Year Total kWh-Actual Total kWh)\*\$0.0019)

0r:

(300,000,000 kWh\*\$0.0019)-((300,000,000 kWh-288,417,000)\*\$0.0019)=

\$547,992.30 per year

**Upfront Payment** 

Provided the terms of this proposal are formally accepted by the City of Natchitoches prior to March 1, 2014, Cleco will pay to Natchitoches an additional one-time, upfront payment, in the amount of the Total Accrued Savings by implementation of the proposed Demand and Energy terms retroactive to November 1, 2013. Such one-time payment will be made to Natchitoches within five (5) working days of June 1, 2014.

#### Example Calculation:

(Total Cleco Monthly Charges Under Current Rates) – (Total Cleco Monthly Charges Under Proposed Rates) = Monthly Accrued Savings

Then:

November 2013 Monthly Accrued Savings + December 2013 Monthly Accrued Savings + January 2014 Monthly Accrued Savings + February 2014 Monthly Accrued Savings + March 2014 Monthly Accrued Savings + April 2014 Monthly Accrued Savings + May 2014 Monthly Accrued Savings = Total Accrued Savings

Or:

\$1,938,467.15 - \$1,772,867.15 = \$165,600

Then:

\$165,600 + \$165,600 + \$165,600 + \$165,600 + \$165,600 + \$165,600 = \$1,159,200

#### Other Terms

Transmission Charge Any Transmission Charges applicable to the delivery of Capacity and Energy to the City of Natchitoches will be billed to Natchitoches by Cleco only in the amount incurred. Cleco will provide record of such for review by the City of Natchitoches upon request.

Capacity Additions

Cleco may need to add incremental generating capacity from time to time in order to serve some or all of City of Natchitoches' requirements. These anticipated additions would not affect the pricing provided in this proposal.

**Emissions** 

The pricing in this proposal includes complying with the EPA's proposed Cross-State Air Pollution Rule (CSAPR) and Mercury and Air Toxic Standards (MATS) or similar standards. The recovery of costs associated with environmental laws and regulations imposed and/or effective after the date a contract is signed shall be incrementally and proportionally added to the pricing included in this agreement.

RTO Integration

Cleco has begun integration into the Midcontinent Independent System Operator ("MISO") Regional Transmission Organization ("RTO"). As a full requirements customer, this transition will not affect Natchitoches. Under this proposal, Natchitoches will avoid being subject to any potential negative financial consequences in meeting the various MISO rules and regulations.

IN WITNESS WHEREOF, the Parties hereto have caused this Proposal and Term Sheet for the extension of the Power Supply Agreement between Cleco Power LLC and the City of Natchitoches, dated April 1, 2010, to be signed by their respective duly authorized representatives as of the date first above written.

**CLECO POWER LLC** 

By:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

CITY OF NATCHITOCHES

Mr. Wimberly stated the current contract expires in April of 2015. This agreement has been a 2 year culmination effort in trying to improve Natchitoches' position in the electrical market. We have looked at many possibilities of what we could do in the future and after long studies on this we have come back with a blend and extend of the current contract for the next 4 years. This offers a savings over the price of electricity that we have been historically paying under our last contract. This will take effect immediately upon signing the contract. For the last year of the current contract, we will have immediate relief on the cost of electricity we are currently paying.

The following Ordinance was introduced by Mr. Nielsen at the Natchitoches City Council meeting held on March 24, 2014 as follows:

#### ORDINANCE NUMBER <u>010</u> OF 2014

AN ORDINANCE APPROVING THE PURCHASE OF TWO TRACTS OF GROUND IN THE AIR INDUSTRIAL PARK FROM STACY PROPERTIES, LLC, FOR THE CONSIDERATION OF TWO HUNDRED FIFTY THOUSAND DOLLARS, AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LEE POSEY, TO EXECUTE A CASH SALE DEED FOR THE PURCHASE OF THE TRACTS AND ALL RELATED DOCUMENTS, TO PROVIDE FOR ADVERTISING, AND A SAVINGS CLAUSE.

WHEREAS, Stacy Properties, LLC, (sometimes hereinafter "Stacy") is the owner of two certain tracts of land situated in the Air Industrial Park that are more fully described as follows, to-wit:

#### TRACT 1:

That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, located in Sections 75, 76 and 87, Township 9 North, Range 7 West, situated in the Natchitoches Air Industrial Park, and being more particularly described as follows, to-wit:

Lot 25 of the Natchitoches Air Industrial Park and being more particularly shown on a Survey by Bernard & Thomas Engineering, Inc. Of Baton Rouge, Louisiana, said plat being dated March 13, 1989, and filed of record at Map Slide No. 306-A of the Records of Natchitoches Parish, Louisiana.

Subject to the Restrictive Covenants affecting the property known as Natchitoches Air Industrial Park, dated August 1, 1995, recorded in Conveyance Book 508, page 52 of the Records of Natchitoches Parish, Louisiana.

Being the same property acquired by Stacy Properties, LLC from The Peoples State Bank by deed dated January 12, 2010, and recorded at Conveyance Book 637, page 482, of the records of Natchitoches Parish, Louisiana.

#### Tract 2:

That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, located on the North side of Louisiana Highway 3110 (By-Pass) in Sections 76 Township 9 North, Range 7 West, Natchitoches Parish, Louisiana, containing 2 acres, more or less, and being more particularly described as Lot 3 on a Certificate of Survey by A. J. Brouillette, Registered Surveyor, dated June 18, 1984, which survey is attached to an instrument filed under Instrument No. 170969 and recorded in Conveyance Book 398, page 561 of the records of Natchitoches Parish, Louisiana, and being shown thereon as follows:

Commence at the Southwest corner of a tract of land acquired by John Randall Lee, et ux, by instrument dated March 26, 1974, recorded in Conveyance Book 316, page 912, which is designated as Point "E" on a survey by E. J. Geiring, III, dated September 2, 1983, recorded at Map Slide 277A of the records of Natchitoches Parish, Louisiana, and run

thence Northwesterly along the Northerly right of way of Louisiana Highway 3110 (By-Pass) a distance of 225 feet to Point 34 on the Brouillette Survey of June 18, 1984; thence continue along the North right of way of said highway North 75 degrees 26 minutes West a distance of 86.4 feet to Point 28; thence run North 75 degrees 22 minutes West a distance of 256.1 feet through Point 27 to Point 35; thence run North 69 degrees 40 minutes West a distance of 147.2 feet to Point 36; thence run North 69 degrees 40 minutes West a distance of 125 feet to Point 37, the Point of Beginning of Lot 3; thence run North 69 degrees 40 minutes West along the North right of way of said highway a distance of 30.3 feet to Point 38; thence run North 75 degrees 22 minutes West along the right of way of said highway a distance of 300 feet to Point 21; thence run North 14 degrees 38 minutes East a distance of 250 feet to Point 22; thence run South 75 degrees 22 minutes East a distance of 312.5 feet to Point 23; thence run South 69 degrees 40 minutes East a distance of 42.8 feet to Point 24; thence run South 20 degrees 20 minutes West a distance of 250 feet to Point 37, the point of beginning, containing 2 acres, more or less.

Subject to that avigation servitude contained in that instrument filed under Instrument No. 170969 and recorded in Conveyance Book 398, page 561 of the Records of Natchitoches Parish, Louisiana.

Further subject to that Oil and Gas reservation set forth in that instrument recorded April 5, 2013 at Conveyance Book 673, page 438 of the records of Natchitoches Parish, Louisiana.

Being the same property acquired by Stacy Properties, LLC from Blanchard Family, LLC, by recorded April 5, 2013 at Conveyance Book 673, page 438 of the records of Natchitoches Parish, Louisiana.

WHEREAS FURTHER, the City of Natchitoches (sometimes hereinafter "City") has negotiated with Stacy for the purchase of the above described property for the sum and price of \$250,000.00; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the proposed purchase and is of the opinion that the purchase is in the best interest of the City of Natchitoches and its citizens; and

WHEREAS FURTHER, the Mayor and City Council have studied the matter and have concluded that it is in the best interest of the CITY, its citizens, and the general public to acquire the property; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to purchase the two tracts of land from Stacy for the sum of \$250,000.00; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that it is in the interest of the City to purchase of the tract of land and desires to authorize Mayor Lee Posey, to execute a deed and all associated documents; and

WHEREAS FURTHER, the Mayor and City Council have studied the matter and have concluded that the acquisition of the tract of land described above would be in the best interest of the City, its citizens, and the general public; and

**NOW THEREFORE BE IT ORDAINED** by the City Council in regular session convened as follows:

I. That the Honorable Mayor, Lee Posey, be and he is hereby authorized and empowered to execute a Cash Sale Deed on behalf of the City, all in accordance with the general terms and conditions set forth in this Ordinance. The said Mayor is hereby given full and complete authority to incorporate in said instrument such terms, conditions, and agreements as may be necessary to protect the interest of the City in substantial compliance with the general terms and conditions set forth in this Ordinance in order to acquire the property described as follows, to-wit:

#### TRACT 1:

That certain parcel, lot or tract of land, together with all buildings and improvements thereon situated, located in Sections 75, 76 and 87, Township 9 North, Range 7 West, situated in the Natchitoches Air Industrial Park, and being more particularly described as follows, to-wit:

Lot 25 of the Natchitoches Air Industrial Park and being more particularly shown on a Survey by Bernard & Thomas Engineering, Inc. Of Baton Rouge, Louisiana, said plat being dated March 13, 1989, and filed of record at Map Slide No. 306-A of the Records of Natchitoches Parish, Louisiana.

Subject to the Restrictive Covenants affecting the property known as Natchitoches Air Industrial Park, dated August 1, 1995, recorded in Conveyance Book 508, page 52 of the Records of Natchitoches Parish, Louisiana.

Being the same property acquired by Stacy Properties, LLC from The Peoples State Bank by deed dated January 12, 2010, and recorded at Conveyance Book 637, page 482, of the records of Natchitoches Parish, Louisiana.

#### Tract 2:

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Commence at the Southwest corner of a tract of land acquired by John Randall Lee, et ux, by instrument dated March 26, 1974, recorded in Conveyance Book 316, page 912, which is designated as Point "E" on a survey by E. J. Geiring, III, dated September 2, 1983, recorded at Map Slide 277A of the records of Natchitoches Parish, Louisiana, and run thence Northwesterly along the Northerly right of way of Louisiana Highway 3110 (By-Pass) a distance of 225 feet to Point 34 on the Brouillette Survey of June 18, 1984; thence continue along the North right of way of said highway North 75 degrees 26 minutes West a distance of 86.4 feet to Point 28; thence run North 75 degrees 22 minutes West a distance of 256.1 feet through Point 27 to Point 35; thence run North 69 degrees 40 minutes West a distance of 147.2 feet to Point 36; thence run North 69 degrees 40 minutes West a distance of 125 feet to Point 37, the Point of Beginning of Lot 3; thence run North 69 degrees 40 minutes West

along the North right of way of said highway a distance of 30.3 feet to Point 38; thence run North 75 degrees 22 minutes West along the right of way of said highway a distance of 300 feet to Point 21; thence run North 14 degrees 38 minutes East a distance of 250 feet to Point 22; thence run South 75 degrees 22 minutes East a distance of 312.5 feet to Point 23; thence run South 69 degrees 40 minutes East a distance of 42.8 feet to Point 24; thence run South 20 degrees 20 minutes West a distance of 250 feet to Point 37, the point of beginning, containing 2 acres, more or less.

Subject to that avigation servitude contained in that instrument filed under Instrument No. 170969 and recorded in Conveyance Book 398, page 561 of the Records of Natchitoches Parish, Louisiana.

Further subject to that Oil and Gas reservation set forth in that instrument recorded April 5, 2013 at Conveyance Book 673, page 438 of the records of Natchitoches Parish, Louisiana.

Being the same property acquired by Stacy Properties, LLC from Blanchard Family, LLC, by recorded April 5, 2013 at Conveyance Book 673, page 438 of the records of Natchitoches Parish, Louisiana.

- II. That the Mayor be and he is hereby authorized to have all of the necessary legal documents and instruments prepared at once and that this transaction be closed as soon as this Ordinance is final.
- III. That if any part of this Ordinance is for any reason held to be unconstitutional or invalid, by a Court of competent Jurisdiction, such decision shall not effect the validity of the remaining portions of this Ordinance, and the invalidity shall be limited to that specific portion so declared to be invalid.
- IV. That this Ordinance shall go into effect immediately after publication according to law.
  - V. That all Ordinances in conflict herewith are hereby repealed.
  - VI. That this Ordinance be advertised in accordance with law.
- VII. That this Ordinance be declared INTRODUCED at a Regular Meeting of the City Council on this the 24<sup>th</sup> day of March, 2014, and that a public hearing be called for at the next regular meeting of the City Council which will be held on the 14<sup>th</sup> day of April 2014.

The following Resolution was introduced by Mr. Mims and Seconded by Mr. Vallien as follows, to –wit:

#### RESOLUTION NO. 025 OF 2014

A RESOLUTION APPROVING AN ADDENDUM TO THAT ADMINISTRATION CONTRACT ENTERED INTO BY AND BETWEEN THE CITY OF NATCHITOCHES AND INSURANCE MANAGEMENT ADMINISTRATORS TO PROVIDE FOR EMPLOYER-SPONSORED HEALTH CLINICS AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LEE POSEY, TO EXECUTE SAME ON BEHALF OF THE CITY OF NATCHITOCHES, LOUISIANA

WHEREAS, the City of Natchitoches (sometimes hereinafter "City") entered into an Administration Contract with Insurance Management Administrators (sometimes hereinafter "IMA") on the 1<sup>st</sup> day of August 2012, under which agreement and contract IMA provides administrative services for the City employee welfare benefit plan; and

WHEREAS FURTHER, the City and IMA have negotiated an Addendum to the Administration Contract under which the benefits offered to employees would be expanded to include access to an employer-sponsored health clinic; and

WHEREAS FURTHER, under the terms of the addendum, IMA will have the authority to enter into contracts with Employer-Sponsored Health Clinics; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the Addendum and the resulting benefits to its employees will be beneficial to the employees and citizens of the City of Natchitoches; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana has reviewed and approved the attached Addendum to Administration Contract, Employer-Sponsored Health Clinics, has approved same and desires to authorize the Mayor, Lee Posey, to execute same; and

**NOW THEREFORE** be it resolved by the City Council of the City of Natchitoches, that the attached Addendum to Administration Contract, Employer-Sponsored Health Clinics is approved and that the Mayor of the City of Natchitoches, Lee Posey, is hereby authorized to execute the attached Addendum to Administration Contract, Employer-Sponsored Health Clinics.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES: Payne, Nielsen, Mims, Stamey, Vallien

NAYS: None ABSENT: None ABSTAIN: None

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of  $\underline{5}$  Ayes to  $\underline{0}$ 

Nays on this 24th day of March, 2014.

LEE POSEY, MAYOR



1325 Barksdale Blvd., Suite 300 P.O. Box 71120 Bossier City, Louisiana 71171-1120 (318) 747-0577 Fax (318) 747-5074 Marketing Fax (318) 747-7304

#### **ADMINISTRATION CONTRACT**

THIS ADMINISTRATION CONTRACT, made and executed the <u>1st</u> day of <u>August</u>, <u>2012</u> by and between <u>City of Natchitoches</u> or its successors or assigns, hereinafter referred to as the "Plan Administrator", and IMA, Inc., a Louisiana Corporation licensed Third Party Administrator, or its successors or assigns, hereinafter referred to as the "Third Party Administrator."

#### RECITALS

The Third Party Administrator is engaged in the business of providing administrative services for employee welfare benefit plans.

The Plan Administrator desires to engage the services of the Third Party Administrator to provide administrative services for

#### City of Natchitoches Employee Benefit Plan

hereinafter referred to as the "Plan."

For and in consideration of the mutual covenants herein contained and the monetary consideration herein recited, it is mutually agreed as follows:

- 1. SCHEDULE OF SERVICES. Numerous activities and services are required to create a successful coordination between the self-funded Medical Reimbursement Plan and the Insured Plan Benefits adopted by the Plan Administrator. Recognizing the specialized nature of such activities and services, the Plan Administrator engages the Third Party Administrator to perform the following specific Administrative Services in conjunction with the operation of the Plan. The Third Party Administrator agrees to provide administrative services in conjunction with the operation of the Plan. The administrative services to be performed by the Third Party Administrator are set forth below.
  - a. Prepare the necessary Announcement of Benefits to Plan Participants.
  - b. Provide a sample Plan Document and Summary Plan Description to assist the Plan Administrator in completing the necessary documentation to establish the Plan.
  - c. Provide a descriptive explanation of self-funded Benefits to combine these Benefits with those explained in the Booklet-Certificate approved by the Reinsurance Company selected.
  - d. Verify and handle inquiries, whether by correspondence, telephone calls or personal inquiries, from the Plan Administrator, Plan Participants, Hospitals, Doctors, etc., concerning requirements, procedures, or benefits of the Plan.
  - e. Provide forms and handle correspondence for claims administration, including explanation of procedures for filing claims, claim forms, request forms for obtaining additional information, claim payment worksheets and identification cards.
  - f. Process all claims presented for benefit under Plan, whether self-funded or insured, audit self-funded claims, prepare the claim worksheet on self-funded benefits, audit claims processed by selected Insurance Carrier to determine accuracy, distribute checks in payment of claims to employees or service providers, and provide an explanation of claim settlements to the Plan Participant and Plan Administrator.
  - g. Maintain all claim files for the Plan.
  - h. Obtain information monthly from the Plan Administrator to maintain current listing on those eligible to participate in the Plan
  - i. Maintain a bank account(s) in the name of the Plan in the bank(s) requested by the Plan Administrator from which checks shall be issued to cover expenses of the Plan.

- j. Provide a Report, o. Each month, on all receipts and disbursemen. the self-funded portion of the Plan to the Plan Administrator.
- k. Request a contribution from the Plan Administrator to fund the expected expenses of the Plan for the following month.
- Summarize, upon renewal, annual expenses of the Plan to assist the Plan Administrator in filing annual reports and making decisions as to the effectiveness of the Benefits of the Plan.
- m. Provide forms and handle written and telephone communication for COBRA Administration and/or Health Insurance Portability Accountability Act (HIPAA) including explanation of procedures, tracking of employee and dependent information, notices, certificates, monthly invoices and amendments to the Plan Document.

It is understood and agreed that the services to be performed by the Third Party Administrator shall be ministerial in nature and shall be performed within the framework of policies, interpretations, rules, practices and procedures made or established by the Plan Administrator. It is further understood and agreed that the Third Party Administrator shall not have discretionary authority or discretionary controls respecting management or disposition of the assets of any trust fund and shall not have authority to, nor exercise any control respecting management or disposition of the assets of any trust fund. Enrollment, changes and/or terminations must be forwarded to the Third Party Administrator (TPA) in a timely manner.

#### 2. ADDITIONAL SERVICES.

- (a) Any service performed by the Third Party Administrator that is not listed in the Schedule of Services shall be an additional service not contracted for in conjunction with the operation of the Plan and payment for such additional services will be based on an hourly charge of one hundred dollars (\$100.00) per hour plus costs of materials.
- (b) The Plan Administrator authorizes the Third Party Administrator to order "Expanded Attending Physician Statements" as deemed necessary from in Ventiv Medical Management, LLC for the purpose of providing reinsurers complete information regarding ongoing claimants at a cost of \$150.00 per hour (1 hour minimum) plus report fee of \$45.00 for each statement (additional \$100.00 for rush).
- 3. REIMBURSABLE EXPENSES. Any actual expense incurred by the Third Party Administrator that is not listed in the Schedule of Services, such as, but not limited to, long distance telephone calls, long distance travel, lodging, telegrams, check printing, messenger delivery service, and other miscellaneous expenses incurred as an incident to the operation of the Plan will be at the expense of the Plan Administrator.
- 4. SERVICE FEE. The Plan Administrator agrees to pay the following fees to the Third Party Administrator for performing the services described in the Schedule of Services.
  - (a) An initial installation fee of \$0 on or before contract date.
  - (b) Monthly Fees Per Participant:

\$ \$ \$ <u>1.7</u>	0.00 Medical Claims Processing Dental Claims Processing Vision Claims Processing STD Claims Processing COBRA Administration	\$ <u>-</u> \$ - \$	<u>1.75</u> <u>5.00</u>	HIPAA Administration HRA FSA (Section 125) PPACA Other
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A binder fee of \$0 representing the first month's fee based upon 261 participants payable on or before the contract date. The Third Party Administrator shall estimate the above monthly fee at the beginning of the month and deduct the amount from the Plan account on or after the first of each month. Third Party Administrator shall determine the exact fee at the end of the month and make the necessary adjustment at the end of the month. The Plan Administrator shall be entitled to an adjustment of the monthly fee according to the number of terminated participants so long as the Plan Administrator reports such termination to the Third Party Administrator within three (3) months of termination. Failure to timely report termination of an employee shall be a bar to a monthly fee adjustment respecting that employee. The Third Party Administrator shall include a statement of the above fees with the monthly report on activity within the Plan account. If the Plan Administrator does not submit to the Third Party Administrator the information necessary to deduct the fees, or if there are insufficient funds in the account, the Third Party Administrator may suspend services and interest will be charged on the fees due the Third Party Administrator at the rate of one and one-half percent (1½%) per month or the maximum rate allowed by law, whichever is less, until sufficient funds are provided by the Plan Administrator to bring the fees current. The Third Party Administrator reserves the right to audit the Plan Administrator for purposes of insuring proper reporting.

- (c) An annual administration fee of \$6.00 per participant, or \$1,500.00, whichever is greater. This fee covers plan design consulting, accounting, financial reporting and government regulation inquiries.
- Upon termination, the Third Party Administrator agrees to process all claims incurred prior to the termination date for a maximum period of four (4) months, payable in advance, at a monthly fee based upon the last month's fees paid by the Plan Administrator under the Administration Contract as it existed prior to its termination, as well as any applicable PPO run-out fees.
- (e) The Plan Administrator agrees to pay monthly fees per participant to the Third Administrator as disclosed in the plans annual formal proposal. This will include all past, present and future proposals. The monthly fees will remain level for the duration of the first three year contract period and include, but are not limited to:

Medical Claims Processing

COBRA Administration

HRA

Dental Claims Processing

Vision Claims Processing

Monthly Aggregate Fee

- 5. TERM. The term of this Administrative Contract would be for three contract year (s). At the end of the third contract year, if neither party requests a change in writing thirty (30) days prior to the contract anniversary date, the contract shall be automatically renewed annually, or as otherwise agreed upon in writing.
- 6. TERMINATION OR RENEGOTIATION. Either party shall have the right to terminate or renegotiate the contract on any contract anniversary by giving to the other party written notice of such termination or renegotiation of the terms of the contract at least thirty (30) days in advance of the anniversary date. In the event timely notice of intent to renegotiate the terms of the contract is given by either party, the contract shall continue until such renegotiated terms are agreed to in writing. In the event that such renegotiated terms are not agreed to in writing by both parties within thirty (30) days following the expiration date of the current contract year, this contract shall terminate upon thirty (30) days notice. The Third Party Administrator will have no further responsibility or obligation hereunder upon termination of this Contract, at which time the Plan Administrator shall release all claims against the Third Party Administrator. Should the Plan Administrator terminate the contract prior to the end of the three year contract period, all fees will be due and payable for the remainder of the three year contract. The amount will be based on the employee headcount on the first day of the month prior to termination and must be remitted to the Third Party Administrator within 90 days of termination.
- 7. RECORDS AND FILES. The Third Party Administrator shall maintain all records and files in conjunction with the administrative services to be performed hereunder.
- 8. LIABILITIES AND OBLIGATIONS. The Third Party Administrator shall have no responsibility, risk, liability or obligation for the funding of the plan. The responsibility and obligation for funding the Plan shall be solely and totally the responsibility of the persons or entities so provided in the Plan. This shall include all Medicare Secondary Payor claims.
  - (a) In the event the Plan Administrator fails within fourteen (14) days after requested by the Third Party Administrator to make sufficient deposits to cover claims processed by the Third Party Administrator and ready for release to the payees, the Plan Administrator expressly grants to the Third Party Administrator the right to refer all requests for information about the processed claims to the Plan Administrator.
  - (b) The Third Party Administrator will process and pay benefits in accordance with the plan or policy adopted by the Plan Administrator. It is agreed that the Third Party Administrator will incorporate sound business practices and be responsible for reasonable internal audits. Where an error exists, it is understood and agreed that the Third Party Administrator shall use reasonable efforts for recovery of any loss resulting therefrom, but will not be held liable for such errors and will not be required to initiate legal process for any such recovery.
  - (c) The Third Party Administrator shall have no responsibility for processing a claim or claims and paying benefits under the Plan to a terminated employee or dependent of such terminated employee prior to notification by the Plan Administrator of such termination.
  - (d) It is further understood and agreed that the Third Party Administrator shall have no responsibility or obligation to take action, legal or otherwise, against any insurer, employer or employee or other person to enforce provisions of the Plan. In the event that the Plan Administrator desires to engage the services of the Third Party Administrator for such purposes, such services shall be engaged and rendered only pursuant to a separate agreement between the parties.
- 9. INDEPENDENT CONTRACTOR. It is understood and agreed that the Third Party Administrator is engaged to perform services under this Agreement as an independent contractor. The Third Party Administrator shall use its best efforts to implement such written instructions, if any, as to policy and procedures which may be given by the Plan Administrator to the Third Party Administrator provided that such instructions are consistent and compatible with the description of services to be performed by the Third Party Administrator and are not in violation of or contrary to any laws or regulations, including but not limited to the Employee Retirement Income Security Act of 1974, as amended.
- 10. PLAN ADMINISTRATOR. The term "Plan Administrator" shall be defined to include the employer or corporation sponsoring the Plan. The Third Party Administrator shall be entitled to rely upon the actions, notice or instructions taken or given by the Plan Administrator.
- THIRD PARTY ADMINISTRATOR—NOT A SUCCESSOR. The Third Party Administrator is not a successor to any other prior employee benefits administrator(s) and shall not at any time be held liable for any action or default of such predecessors or their agents or of any other person who was connected in any way with the previous performance of services for the Plan Administrator. This shall include all Medicare Secondary Payor claims.
- 12. INDEMNIFICATION. The Plan Administrator hereby agrees, indemnifies and holds harmless the Third Party Administrator against any and all claims, liabilities and expenses actually and reasonably incurred by or imposed on the Third Party Administrator in connection with any actual or threatened claim, Medicare Secondary Payor claims, action, suit, proceeding, settlement or compromise thereof concerning the Plan or Trust funds or the alleged acts or omissions of the Third Party Administrator, except as to those matters wherein the Third Party Administrator is finally adjudged or willfully acknowledges that the Third Party Administrator is guilty of gross negligence or willful misconduct.
- 13. BROKER COMPENSATION. In the event that the Plan Administrator has entered into a Broker Compensation Agreement with a Broker and Servicing Agent for performing the services described herein, the Plan Administrator agrees to instruct the Third Party Administrator to compensate the Broker and Servicing Agent from the Plan Account.

#### 14. GENERAL PROVISIONS.

- (a) In the event any provision herein contained is held to be invalid by final judgement of any court of competent jurisdiction, the invalidity of such provision shall not in any way affect any other provision contained in this Agreement.
- (b) This agreement shall be construed in accordance with the laws of the State of Louisiana. In the event legal proceedings should hereafter be instituted by one of the parties hereto against the other pertaining to this agreement or the rights and obligation of the parties hereunder, it is agreed and stipulated that venue for any and all such lawsuits shall lie exclusively in the State of Louisiana.
- Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below but each party may change an address by written notice in accordance with this paragraph. Notice delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after depositing in the United States mail.

#### THIRD PARTY ADMINISTRATOR:

#### PLAN ADMINISTRATOR:

s:\marketing\\_common\everything else\forms\admn kit\2010 administration contract doc

IMA, Inc. 1325 Barksdale Boulevard, Suite 300 P.O. Box 71120 Bossier City, Louisiana 71171-1120

City of Natchitoches P.O Box 37 Natchitoches, LA 71458

15. OTHER APPLICABLE AGREEMENTS. The following exhibits, attachments and agreements:

FORM NUMBER	PLAN ADMINISTRATOR'S INITIALS	TITLE OR AGREEMENT	DATE
Exhibit	SP	Broker Compensation Agreement	8-6-12
Exhibit		Certified Resolution	
Exhibit		Certified Resolution Regarding Related Employer Adoption and Joinder Agreement	
Exhibit		Trust Document	
Exhibit		Administration Contract Addendum I	
	By: Plan Administrator	Posey.	Date: 8-6-12
	Third Party Admin	istrator	Date: 0/10/12

#### ADDENDUM TO ADMINISTRATION CONTRACT

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#### EMPLOYER-SPONSORED HEALTH CLINICS

THIS ADDENDUM TO ADMINISTRATION CONTRACT, EMPLOYER-SPONSORED HEALTH CLINICS ("Addendum"), is made and executed on the 10th day of 10th , 2014 by and between City of Natchitoches or its successors or assigns, hereinafter referred to as the "Plan Administrator," and IMA, Inc., a Louisiana Corporation and a licensed Third Party Administrator, or its successors or assigns, hereinafter referred to as the "Third Party Administrator."

It is expressly agreed and understood that Third Party Administrator, at its option and in its sole discretion, may enter into contracts with Employer-Sponsored Health Clinics ("ESHCs"). Under such contracts, ESHCs may be designated as optional service providers for Plans serviced by Third Party Administrator, including, but not necessarily limited to, the Plan administered by Plan Administrator.

Thereafter, Third Party Administrator may offer informational and/or promotional materials to Plan Administrator, detailing the services offered by such ESHCs and the potential benefits of enrollment in such ESHCs. Plan Administrator may be given the opportunity, at its option and in its sole discretion, to enroll in such an ESHC, and to designate such an ESHC as an optional service provider under the Plan.

If and when Plan Administrator chooses to enroll in an ESHC, and to designate an ESHC as an optional service provider under the Plan, Third Party Administrator may do the following pursuant to Section 1 of the Administration Contract:

- a. include information related to the ESHC in any Announcement of Benefits, descriptive explanation of self-funded benefits, correspondence related to claims processing or related procedures, or any other informational or promotional materials distributed to Plan Participants and Beneficiaries;
- b. at the request and with the consent of Plan Administrator, amend the Plan Document, Summary Plan Description, and/or any attachments or addenda thereto if and as necessary to incorporate the ESHC as an optional service provider under the Plan;
- c. distribute information regarding the ESHC in response to any inquiries which Third Party Administrator may receive from Plan Administrator, Plan Participants and Beneficiaries, or other parties;
- d. incorporate information related to the ESHC in any monthly report, annual renewal summary, or other written report provided to Plan Administrator;
- e. include the expenses of the services provided by the ESHC in any requests for contributions to the Plan Administrator;
- f. at its option and in its sole discretion, make any other changes or additions to the administrative services described in Section 1 of the Administration Contract

which are necessary to effectively incorporate the services provided by the ESHC into the range of benefits provided under the Plan, and;

g. to perform any other administrative services related to the ESHC which would otherwise be performed, and to charge Plan Administrator for any such services or materials, pursuant to Section 2 of the Administration Contract.

To whatever extent this Addendum may conflict with any provisions of the Administration Contract, the provisions of this Addendum shall be controlling.

Pursuant to Section 15 of the Administration Contract, this Addendum is incorporated into, and will forever form a part of, the Administration Contract.

By

Plan Administrator, through its duly authorized representative

)

Date: 3-

By:

Third Party Administrator, through its duly authorized representative

Date

Mr. Edd Lee stated this has been a work in progress for more than 2 years. It's an enhancement to our existing health plan to provide more benefits to our employees. The health clinic will provide extended hours (6a.m. – midnight), no wait time for employees (10-15 minutes minimum), and save the City money on our health plan. The health clinic is an overall benefit to provide for our employees and save the City money at the same time.

Mayor Posey stated this is great for our City Employees and for the Natchitoches Regional Medical Center as it will hopefully keep business local for our community. He thanked Mr. Lee and the Finance Department for their hard work in seeing this through.

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Vallien as follows, to -wit:

#### **RESOLUTION NO. <u>026</u> OF 2014**

## A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY EXPEDITED PENALTY AGREEMENT FORM

WHEREAS, on January 19, 2014 the Louisiana Department of Environmental Quality (DEQ) reviewed records relating to the Municipal Separate Storm Sewer System (MS4) program and discovered violations of the Environmental Quality Act and the Department's regulations; and

WHEREAS, the City of Natchitoches was cited on January 19, 2014 for failure to submit the MS4 Annual Reports to the DEQ for the following years: 2009, 2010, and 2012; and

WHEREAS, the Louisiana Department of Environmental Quality (DEQ) has offered an Expedited Penalty Agreement in order to quickly settle the violation(s) which occurred at the Natchitoches Power Plant # 1, 1110 Power Plant Drive, Natchitoches, Louisiana cited in Part I of the agreement attached hereto; and

WHEREAS, by signing this Agreement, the City of Natchitoches certifies that the violation(s) have been corrected and is hereby authorized to pay the DEQ the penalty amount of \$900.00; and

WHEREAS, the DEQ has approved the signing of this Expedited Penalty Agreement and the City of Natchitoches agrees to accept the proposed settlement and to pay the penalty amount to the DEQ; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that it is in the best interest of the City and Mayor Lee Posey is hereby authorized to execute the Expedited Penalty Agreement Form and issue a check in the sum of \$900.00 to the Louisiana Department of Environmental Quality in full payment of the penalty settlement amount.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:

Payne, Nielsen, Mims, Stamey, Vallien

NAYS:

None

ABSENT:

None

ABSTAIN:

None

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of <u>5</u> Ayes to 0 Nays on this 24<sup>th</sup> day of March, 2014.

LEE POSEY, MAYOR

#### THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY POST OFFICE BOX 4312 BATON ROUGE, LOUISIANA 70821-4312 EXPEDITED PENALTY AGREEMENT FORM PART I: CITED VIOLATION(S) WE-XP-13-01244 ENFORCEMENT TRACKING NO. AGENCY INTEREST NO. 104052 ACTIVITY NO. ENF20140001 ALTERNATE ID NO. LAR041029 AT: City of Natchitoches MS4 Natchitoches, LA 71458 PARISH: Natchitoches check for: FACILITY NAME/ PHYSICAL ADDRESS

**RESPONDENT: City of Natchitoches** 

Date/Citation

January 19, 2014

LAC 33:1X.2701.A

P.O. Box 37

c/o Honorable Lee Posey, Mayor

RESPONDENT/MAILING ADDRESS

An authorized representative of the Louisiana Department of Environmental

Quality (DEQ) inspected the abovementioned facility or conducted a file

review of the facility to determine compliance with regulations promulgated

under the Louisiana Administrative Code, Title 33 requirements. Listed

below are the State regulatory citations and the proposed penalty amounts

TOTAL EXPEDITED PENALTY AMOUNT:

Agreement is not returned in correct form by the owner or operator within 30 days of the date on the certified mail receipt attached to this document, this Expedited Penalty Agreement may be withdrawn, without prejudice to the DEQ's ability to file additional enforcement actions for these violation(s) or

any penalty that the Department may assess. If the Expedited Penalty signing and dating below:

PART II: INITIAL APPROVAL BY DEQ

Louisiana Department of Environmental Quality

Office of Environmental Compliance

any others

Cheryl Sonnier Nolan

Assistant Secretary

A file review revealed that the

Respondent failed to submit MS4

Annual Reports to the Department for the following years: 2009, 2010,

for the violation(s) identified during the inspection and/or file review.

Description

and 2012.

Natchitoches, LA 71458



PART III: PENALTY AGREEMENT

The Louisiana Department of Environmental Quality (DEQ) offers this Expedited Penalty Agreement in order to quickly settle the violation(s) cited in Part I of this document subject to the following terms and conditions:

By signing below, the Respondent certifies, under civil and criminal penalties, that the violation(s) cited in Part I of this document has been corrected. The Respondent has enclosed a

\$900.00

This payment represents the full penalty amount, as assessed in Part I of this document.

If the Respondent has corrected the violation(s) listed in Part I of this document in a timely manner, DEQ will take no further action against the Respondent. DEQ does not waive any enforcement action taken by the United States Environmental Protection Agency, any local agency, or any Indian tribe, for any other past, present, or future violations of the Louisiana Administrative Code, Title 33 requirements or any other violations under any statute not described in Part I of this document.

Upon final

Penalty

	Upon final	11	
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	adjudicatory	<u>7</u>	Ź
	Respondent r	4	9
	hearing on an	1500	たしむのか
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	Pursuant to I	3 7 1	P
	Office of En	0	
	can propose this Expedited Penalt	y Agreement.	
		1	
	PART IV: RESPONDENT'S SI	GNATURE	
	I certify under penalty of law that	the violations cited in Part I	
	of this document, and any damage	es caused by these violations,	
	have been corrected. I am awa	re that there are significant	
	penalties, including the possibilit	y of fine and imprisonment,	
<del></del>	for knowingly submitting false inf	formation.	
	RESPONDENT: City of A	latchi toches	
	REPRESENTATIVE: Lee Po		
	TITLE: Mayor		
	SIGNATURE: (X)	000	
\$900.00	DATE: 3325-14	+	

This Expedited Penalty Agreement is not an adjudicatory proceeding under This Expedited Penalty Agreement is not considered a final La. R.S. 30:2050.4 and, if accepted, may not be appealed. However, action until the Assistant Secretary of the Office of Respondent may reject this agreement and retain the right to a hearing on Environmental Compliance has given final approval by

> Cheryl Sonnier Nolan DATE: 25 Feb 2014

Assistant Secretary

Louisiana Department of Environmental Quality

DATE:

PART V: FINAL APPROVAL BY DEQ

Office of Environmental Compliance

Mr. Wimberly stated this has to do with the closing down of the Power Plant and review by LA DEQ. With all of the permits we have had to acquire, the latest with the removal of asbestos, have determined the documentation on the MS4 with the Power Plant was not filed correctly. Staff recommendation from DEQ is the City should go ahead and pay the penalty instead of challenge the penalty in order to close the books on this project.

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Vallien as follows, to -wit:

#### RESOLUTION NO. 027 OF 2014

### A RESOLUTION OBLIGATING FUNDS TO LAND AND WATER CONSERVATION FUND PROJECT

WHEREAS, the City of Natchitoches (CITY) is interested in developing outdoor recreational facilities on the following described project for the enjoyment of the citizenry of said City of Natchitoches and the State of Louisiana; and,

#### PROJECT TITLE AND DESCRIPTION:

City Park Redevelopment Project

**WHEREAS**, the City of Natchitoches developed the pool complex in City Park 64 years ago; and,

**WHEREAS**, the condition of the pool and pool house structure has deteriorated over the years and is in major need of repair; and,

WHEREAS, a grant opportunity has presented itself allowing the CITY to obtain funds for a City Park Redevelopment Project to include the rehabilitation of the pool, pool house, and the construction of a walking track around the perimeter of City Park; and,

## ANY WIRING COVERED IN THIS PROJECT, OR WIRING DONE IN THE FUTURE ON THIS SITE, WILL BE PLACED UNDERGROUND.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, State of Louisiana, that said CITY does agree to obligate the funds or services stipulated below to satisfactorily complete the following project and thus become eligible for Land and Water Conservation Fund financial of 50% of the estimated or actual allowable cost, at the completion of said project. Said CITY also states that sufficient funds are on hand, as of this date, to fund said project as follows:

TOTAL	TOTAL		TOTAL	SPONSORS COST
BREAKDOWN				
ESTIMATED	ESTIMATED	ESTIMATED	(Total Same as	s Column 3)
Cost	Federal	Sponsor's	Cash	Services
\$ 493,816.00	\$ <u>246,908.00</u>	\$ 246,908.00	\$ 24 <u>6.908.00</u>	-0-

AND, be it further resolved that the CITY is hereby authorized and directed to make application to the Louisiana Office of Parks, Division of Outdoor Recreation, to seek federal assistance on this project for them, and be further authorized to take the necessary action to complete such a project and sign such documents as are required.

AND, be it further resolved that this resolution and plan approved by said CITY be forwarded to the Louisiana Office of State Parks for the purpose of obtaining such financial aid.

This Resolution was then presented for a vote, and the vote was recorded as follows:

**AYES:** 

Payne, Nielsen, Mims, Stamey, Vallien

NAYS:

None

ABSENT:

None

ABSTAIN:

None

**THEREUPON**, Mayor Lee Posey declared the Resolution passed by a vote of  $\underline{5}$  Ayes to  $\underline{0}$  Nays on this  $24^{th}$  day of March, 2014.

LEE POSEY, MAYOR

# CITY OF NATCHITOCHES GENERAL FUND BUDGET REPORT AS OF FEBRUARY 2014

		CURREN	CURRENT MONTH			YEAR TO DATE	DATE	
	TOTAL	MONTHIX		(OVER)	Y		UNREALIZED	PERCENT
	<u>13/14FY</u>	BUDGET *1	<u>ACTUAL</u>	BUDGET	<u>ACTUAL</u>	BRANCES	BALANCE	EXPENSED
REVENUE	14,310,659	1,192,555	1,223,289	30,733.64	9,308,605		5,002,054	65.05%
EXPENDITURES								
DEPARTMENT:								
CITY HALL / FINANCE	507,018	42,252	40,458	1,794.00	368,487	11,843	126,688	75.01%
PLANNING & ZONING	244,512	20,376	20,193	182.88	172,418	2,785	69,309	71.65%
FIRE DEPARTMENT	3,306,501	275,542	230,217	45,325.18	2,168,459	(489)	1,138,531	65.57%
POLICE DEPARTMENT	4,650,400	387,533	317,033	70,500.83	3,107,223	10,105	1,533,072	67.03%
ANIMAL SHELTER	172,430	14,369	11,240	3,128.88	106,254	304	65,873	61.80%
PURCHASING	259,219	21,602	43,401	(21,799.57)	190,565	769	67,885	73.81%
CITY GARAGE	253,954	21,163	12,344	8,818.71	162,877	970	90,108	64.52%
RECREATION *2	842,474	70,206	66,051	4,155.43	611,522	17,505	213,448	74.66%
PUBLIC WORKS	1,229,351	102,446	83,731	18,715.23	909,023	12,097	308,231	74.93%
INDIRECT EXPENSE	1,992,388	166,032	110,337	55,695.60	1,350,972	23,269	618,147	68.97%
PROGRAMMING & PROMOTIONS	182,055	15,171	9,741	5,430.14	90,618	1,440	89,997	50.57%
TOTAL GENERAL FUND	14,310,659	1,192,555	1,019,253	173,301.84	9,809,715	105,020	4,395,924	69.28%

# FOOTNOTES:

- \*1 1/12th OF TOTAL BUDGET
- \*2 SEASONAL ACTIVITY

% BUDGET EXPENDED	% BUDGET YEAR ELAPSED
69%	75%

# UTILITY (PROPRIETARY) FUND BUDGET REPORT CITY OF NATCHITOCHES AS OF FEBRUARY 29, 2014

**CURRENT MONTH** 

YEAR TO DATE

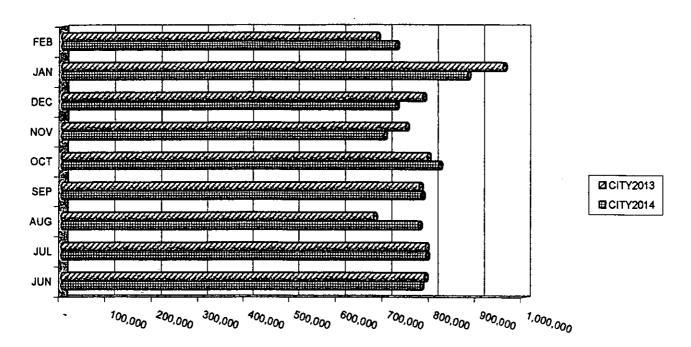
TOTAL UTILITY FUND	INDIRECT	INFORMATION TECH	UTILITY BILLING	ELECTRIC	SEWER	WATER	UTILITY ADMINISTRATION	DEPARTMENT:	EXPENDITURES	REVENUE			
39,809,216	8,657,539	329,625	573,466	25,750,788	1,535,796	2,551,172	410,830			39,809,216	13/14 FY	BUDGET	TOTAL
3,317,435	721,462	27,469	47,789	2,145,899	127,983	212,598	34,236			3,317,435	BUDGET *1	MONTHLY	
1,155,687	615,328	24,392	39,310	209,922	121,404	146,313	(982)			3,521,899	<u>ACTUAL</u>		
2,161,747	106,133	3,077	8,479	1,935,977	6,579	66,285	35,218			204,464	BUDGET	UNDER	(OVER)
24,149,706	6,819,943	202,246	341,131	13,785,675	1,119,108	1,643,888	237,714			27.740,680	ACTUAL	YTD	
2,131,536	55,889	4,319	14,786	1,921,839	64,036	69,124	1,544				BRANCES	ENCUM-	
13,527,974	1,781,707	123,060	217,549	10,043,274	352,653	838,160	171,572			12,068,536	BALANCE	AVAILABLE	UNREALIZED /
66.02%	79,42%	62.67%	62.06%	61.00%	77.04%	67.15%	58.24%			69.68%	EXPENSED	RECEIVED/	PERCENT

% BUDGET EXPENDED % BUDGET YEAR ELAPSED

66% 75% \*1 - 1/12th OF TOTAL BUDGET

FOOTNOTES:

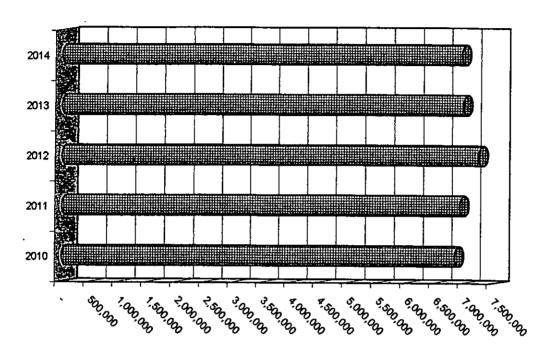
# CITY OF NATCHITOCHES FISCAL YEAR SALES TAX COLLECTIONS



#### **REVENUE BY MONTHS**

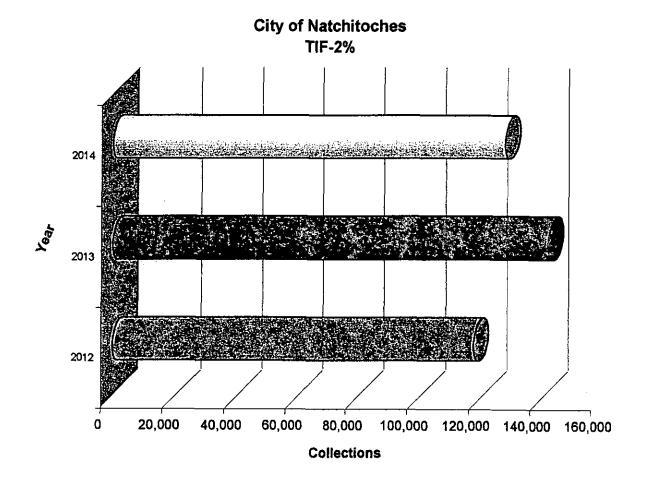
PERIOD	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	DIFF 13/14	DIFF %
JUN	754,700	745,293	778,326	784,706	775,673	(9,033)	-1.15%
JUL	805,871	833,927	925,940	787,124	788,242	1,118	0.14%
AUG	723,797	747,034	799,473	675,717	771,686	95,969	14.20%
SEP	741,017	739,153	788,812	773,754	778,205	4,451	0.58%
OCT	733,485	790,155	811,193	791,074	816,314	25,240	3.19%
NOV	692,841	727,106	717,075	743,816	696,883	(46,933)	<del></del>
DEC	750,875	749,143	765,125	780,648	721,635	(59,013)	
JAN	918,121	904,603	929,669	955,479	877,456	(78,023)	
FEB	706,237	674,576	727,109	681,159	722,168	41,009	6.02%

# CITY OF NATCHITOCHES FISCAL YEAR SALES TAX COLLECTIONS



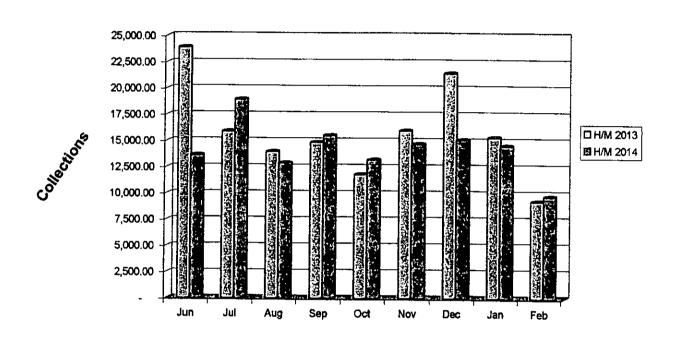
**REVENUE YEAR TO DATE** 

PERIOD	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	DIFF 13/14	DIFF %
11 15 1	754 700	745.000					
JUN	754,700	745,293	778,326	784,706	775,673	(9,033)	-1.15%
JUL	1,560,571	1,579,220	1,704,266	1,571,830	1,563,915	(7,915)	
AUG	2,284,368	2,326,254	2,503,739	2,247,547	2,335,601	88,054	3.92%
SEP	3,025,385	3,065,407	3,292,551	3,021,301	3,113,806	92,505	3.06%
OCT	3,758,870	3,855,562	4,103,744	3,812,375	3,930,120	117,745	3.09%
NOV	4,451,711	4,582,668	4,820,819	4,556,191	4,627,002	70,811	1.55%
DEC	5,202,586	5,331,811	5,585,944	5,336,839	5,348,637	11,798	0.22%
JAN	6,120,707	6,236,414	6,515,613	6,292,318	6,226,093	(66,225)	
FEB	6,826,944	6,910,990	7,242,722	6,973,477	6,948,261	(25,216)	-0.36%



Period	2012	2013	2014	DIFF 13/14	% DIFF
Jun	-	23,874.50	13,597.75	(10,276.75)	-43.04%
Jul		39,719.48	32,503.18	(7,216.30)	-22.20%
Aug	19,047.82	53,647.93	45,346.23	(8,301.70)	-18.31%
Sep	36,126.50	68,473.39	60,832.71	(7,640.68)	-12.56%
Oct	53,379.58	80,258.83	73,996.03	(6,262.80)	-8.46%
Nov	70,362.58	96,199.71	88,672.84	(7,526.87)	-8.49%
Dec	90,084.78	117,619.04	103,754.92	(13,864.12)	-13.36%
Jan	106,474.79	132,927.76	118,276.51	(14,651.25)	-12.39%
Feb	117,763.79	142,171.16	127,993.77	(14,177.39)	-11.08%

#### City of Natchitoches TIF 2%



Period	2012	2013	2014	DIFF 13/14	% DIFF
Jun	0	23,874.50	13,597.75	(10,276.75)	-43.04%
Jul	0	15,844.98	18,905.43	3,060.45	19.31%
Aug	19,047.82	13,928.45	12,843.05	(1,085.40)	-7.79%
Sep	17,078.68	14,825.46	15,486.48	661.02	4.46%
Oct	17,253.08	11,785.44	13,163.32	1,377.88	11.69%
Nov	16,983.00	15,940.88	14,676.81	(1,264.07)	-7.93%
Dec	19,722.20	21,419.33	15,082.08	(6,337.25)	-29.59%
Jan	16,390.01	15,308.72	14,521.59	(787.13)	-5.14%
Feb	11,289.00	9,243.40	9,717.26	473.86	5.13%

Mr. Pat Jones, Finance Director, presented the Council with the Finance Report. The General Fund summary as of February the revenues were at 65% and expenditures at 69% are in line with the budget so far to date. The Utility Fund revenues were at 69% and expenditures at 66%. The good news is our February sales taxes had an increase of \$41,009 which is a 6% increase of last February. Hopefully this is a sign of our sales tax rebounding after being negative the last 3 months. The TIF for February was up 5% from 2013, but the year to date is still down 11%. The automobile report from the state was not in by the cut off for tonight's meeting.

Mayor Posey stated the next City Council Meeting will be April 13, 2014. He then stated the offices of the City of Natchitoches will be closed Friday, April 18, 2014 for Good Friday.

A public meeting will be held at the regular scheduled City Council meeting on April 28, 2014 at 5:30 p.m. at the Arts Center for the purpose of adopting the millage rate for the tax year 2014.

A public hearing organized by the Hwy 478 Corridor Overlay District will be held Wednesday, April 16, 2014 at 5:00 p.m. at the Arts Center for the purpose to renew land use concepts for the Hwy 478/Waterwell Road Corridor. Proposed plans will be available for viewing at the hearing and written comments will be accepted until April 25, 2014. Any further questions can be directed to Juanita Fowler, Planning and Zoning Director, at 318-357-3840.

With no further discussion, the Mayor made a motion for adjournment and all were in favor.

The meeting was adjourned at 6:50 p.m.

LEÉ POSEY, MAYOR

DON MIMS, MAYOR PRO TEMPOR